

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) <b>&gt;</b>		RATING DO-A60	PAGE OF PAGES <b>1   76</b>
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00164-04-R-4302</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>25 NOV 03</b>	6. REQUISITION/PURCHASE NO. <b>43433/32881311</b>	
7. ISSUED BY CODE <b>N00164</b> COMMANDER Code 1162NS, BLDG. 2521 (ATTN: S. MCATEE) NAVSURFWARCEMDIV 300 HIGHWAY 361 CRANE, IN 47522-5001		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in B. 2521 until 2:30 P.M. local time 26 DEC 03

CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FRO INFORMATION CALL: <b>&gt;</b>	A. NAME <b>MS. STACY MCATEE</b>	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) <b>(812) 854-1988</b>
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) <b>&gt;</b>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and Related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	

15B. TELEPHONE NO. (Include area Code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 23204(c)( ) <input type="checkbox"/> 41 U.S.C. 253 (c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <b>&gt;</b>	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

**IMPORTANT – Award will be made on the Form, or Standard Form 26, or by other authorized official written notice.**

**SECTION "B" NOTES:****Lot I (Offer A)**

<b><u>CLIN</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>UNIT</u></b>	<b><u>U-PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
0001	First Article Units .50 Cal. Saboted Light Armor Penetrator Tracer (SLAP-T) M962 Ammunition In accordance with OEMC Spec 00019	1	LO	\$	\$
0002	Production Quantity .50 Cal. Saboted Light Armor Penetrator Tracer (SLAP-T) M962 Ammunition In accordance with OEMC Spec 00019 (NOTE: 1 can = 120 cartridges)	Min. 554 Max. 1,666	CN CN	\$	\$
0003	Data, in accordance with DD1423	1	LO	NSP	NSP

CLIN 0001 – The Government requires pricing for 800 each First Article Units.

**Lot II (Offer B)**

<b><u>CLIN</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QTY</u></b>	<b><u>UNIT</u></b>	<b><u>U-PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
0001	Production Quantity .50 Cal. Saboted Light Armor Penetrator Tracer (SLAP-T) M962 Ammunition In accordance with OEMC Spec 00019 (NOTE: 1 can = 120 cartridges)	Min. 554 Max. 1,666	CN CN	\$	\$
0002	Data, in accordance with DD1423	1	LO	NSP	NSP

**GENERAL PROCUREMENT INFORMATION****NOTES:**

(1) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(2) The agency authorized to place delivery orders against this contract is: Crane Division, Naval Surface Warfare Center, Crane, IN 47522.

(3) Delivery orders shall be placed against this contract using a DD 1155.

(4) Delivery orders placed under this contract shall be placed no later than 5 years after date of contract.

(5) It is requested that technical questions concerning this procurement be submitted, electronic mail not later than 2:00 PM EST on the seventh calendar prior to the closing date shown on Page 1. Submit questions to the following: [mcatee\\_s@crane.navy.mil](mailto:mcatee_s@crane.navy.mil).

(6) BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM. **No Friday Or Weekend Deliveries Accepted.**

(7) Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

(8) SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at [www.ccr.dlsc.dla.mil](http://www.ccr.dlsc.dla.mil). For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

(9) EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

(10) The Government reserves the right to waive first article testing and approval if supplies similar or identical to those called for have been previously produced by the offeror and accepted by the Government. Therefore, alternate offers are permitted. Lot I includes first article while Lot II does not. Award will be made by lot, and only one lot will be awarded.

(11) FIRST ARTICLES –ADDITIONAL INFORMATION – (5303)

The first article units, if required, **may not** be delivered as part of the contract quantity. (see FAR clause 52.209-4)

The mission at NAVSEA Crane is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, NAVSEA Crane is conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address:

<http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

## SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### CARTRIDGE, CALIBER .50 SLAP-T (Saboted Light Armor Penetrator Tracer) –M962 OEMC SPEC 00019 Rev -

This specification is approved for use by the U.S. Marine Corps and is available for use by all Departments and Agencies of the Department of Defense.

#### 1.0 SCOPE

1.1 Scope. This specification covers requirements, quality assurance provisions, and preparation for delivery for Cartridge, Caliber .50 SLAP Tracer M962 to be used with approved firing devices.

#### 2.0 APPLICABLE DOCUMENTS

##### 2.1 Government Documents.

2.1.1 Specifications, standards, and handbooks. The following specifications, standards and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents shall be those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and Supplement thereto, cited in the solicitation.

#### SPECIFICATIONS

##### MILITARY

MIL-A-48078	Ammunition, Standard Quality Assurance Provisions, General Specification for
MIL-C-70663	Cartridge, Caliber .50 SLAP (Saboted Light Armor Penetrator) Ball and Tracer – M903 and M962
MIL-P-10831	Paper, Target
MIL-STD-129	Marking for Shipment and Storage
MIL-STD-636	Visual Inspection Standards for Small Arms Ammunition through Caliber .50
MIL-STD-644	Visual Inspection Standards and Inspection of Packaging, Packing and Marking of Small Arms Ammunition
MIL-STD-1168	Ammunition Lot Numbering and Ammunition Data Cards
DI-NDTI-80809	Data Item Description (DID) - Test/Inspection Report Data Item Description (DID) – Inspection Equipment Designs

(Unless otherwise indicated, copies of federal and military specifications, standards, and handbooks are available from: DODSSP - Customer Service, Standardization Documents Order Desk, 700 Robbins Avenue, Bldg 4D, Philadelphia, PA 19111-5094.)

##### 2.1.2 Other Government documents, drawings, and publications.

The following other Government documents, drawings, and publications form a part of this document to the extent specified herein. Unless otherwise specified, the issues shall be those in effect on the date of the solicitation.

## DRAWINGS (see 6.6)

## COMPONENT PARTS

12902945	Cartridge, Caliber .50, SLAP Tracer, M962
5502646	Case, Cartridge, Cal.50 (SLAPT)
12902950	Penetrator, Cartridge, Cal.50 SLAPT
12902947	Sabot Assembly, Ctg, Cal.50 SLAPT
12902946	Projectile Assembly, Ctg, Cal.50 SLAPT
12576456	Packing and Marking for Box, Wirebound for Cartridges, Caliber .50
7643674	Classification of Cartridge Case Defects
19-48-4116/14-20PA1002	Unitization Procedures for Boxed Ammunition and Components on Four Way Entry Pallets

## INSPECTION EQUIPMENT

1L12902945	Inspection Equipment List for Cartridge, Caliber .50, SLAP Tracer, M962.
8649496	SLAP, Accuracy Test Barrel
8649497	SLAP, Velocity & Action Time Test Barrel
8649498	SLAP, Chamber Test Barrel (made from 8649497)
7312853	Chamber and Rifling Cal. 50 Barrels

## PUBLICATIONS

SCATP-7.62mm	SMALL CALIBER AMMUNITION TEST PROCEDURES
TECP 700-700,	Manual of Test Methods for Small Arms Vol. III Ammunition

(Copies of other Government documents, drawings and publications required by the suppliers in connection with specific procurement functions should be obtained from the procuring activity or as directed by the contracting officer.)

## CODE OF FEDERAL REGULATIONS

TITLE 49 - Transportation, Parts 100-199

(The Code of Federal Regulations is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-0001. Orders should specify, "49 CFR 100-199 (LATEST REVISION)."

2.2 Nongovernment publications. The following document(s) form a part of this document to the extent specified herein. Unless otherwise specified, the issues of the documents, which are DOD adopted, are those listed in the issue of the DODISS cited in the solicitation. Unless otherwise specified, the issues of documents not listed in the DODISS are the issues of the documents cited in the solicitation.

ASTM D 1238	Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer
ASQC A8402	Quality Management and Quality Assurance – Vocabulary
ANSI/ASQC Z1.4	Sampling Procedures and Tables for Inspection by Attributes

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103-1137.)

2.3 Order of precedence. In the event of conflict, the order of precedence shall be the contract, this specification and then the documents referenced herein. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

### 3.0 REQUIREMENTS

- 3.1 Qualification Lot. Requirements for submission of a qualification lot shall be as specified in the contract.
- 3.2 Materials construction and design. The cartridges shall conform to the materials, construction and design requirements specified herein, on assembly drawing, 12902945, all associated drawings, and with all requirements specified in the applicable specifications and standards.
- 3.3 Cartridge weight. The cartridge shall not weigh less than 95 grams (1466 grains).
- 3.4 Bullet extraction. The force required to separate the bullet from the cartridge case shall not be less than 890 Newtons (200 pounds force).
- 3.5 Melt flow rate. The melt flow rate determined from reground sabots shall not differ from the melt flow rate of the virgin molding material by more than 2.0 grams per ten minutes.
- 3.6 Residual stress. The cartridge case shall not split when subjected to a one percent mercurous nitrate solution for 15 minutes.
- 3.7 Dispersion. Testing may be conducted at 183 meters (200 yards). When tested at 183 meters (200 yards) the average of the mean radii of all targets of the sample cartridges fired shall not exceed 145 mm (5.6 inches).
- 3.8 Chamber pressure. The average chamber pressure obtained with cartridges conditioned at 20° C (68° F) and fired shall not exceed 380 MPa (55,000 PSIG)
- 3.8.1 Chamber pressure at high temperature. The average chamber pressure obtained with cartridges conditioned at 65° C (150° F) from four to five hours and fired shall not vary by more than + 52 MPa (7,500 PSIG) or -104 MPa (15,000 PSIG) from the average chamber pressure obtained with cartridges conditioned at 20° C (68° F).
- 3.8.2 Chamber pressure at low temperature. The average chamber pressure obtained with cartridges conditioned at -46° C (-50° F) for not less than six hours and fired shall not vary by more than + 52 MPa (7,500 PSIG) or -104 MPa (15,000 PSIG) from the average chamber pressure obtained with cartridges conditioned at 20° C (68° F).
- 3.9 Velocity. The average velocity of M962T SLAP cartridges conditioned at 20° C (68° F) and fired shall be  $1,173 \pm 12$  meters per second ( $3,850 \pm 40$  feet per second), at 23.8 meters (78 feet) from the muzzle of the weapon. The standard deviation of the velocities obtained shall not exceed 15.2 meters per second (50 feet per second). No individual velocity reading shall be less than 1066 meters per second (3,500 feet per second)
- 3.9.1 Velocity at high temperature. The average velocity obtained with cartridges conditioned at 65° C (150° F) from four to five hours and fired shall not vary by more than  $\pm 45$  meters per second (150 feet per second) from the velocity of the same lot fired at 20° C (68° F).
- 3.9.2 Velocity at low temperature. The average velocity obtained with cartridges conditioned at -46° C (-50° F) for not less than six hours and fired shall not vary by more than + 45 meters per second (150 feet per second) or -61 meters (200 feet per second) from the velocity of the same lot fired at 20° C (68° F).
- 3.10 Waterproof. Cartridges after having been placed under a 25mm (1 inch) head of water for 24 hours, shall not when subsequently fired obtain an average velocity reading in excess of plus or minus 30 meters per second (100 FPS) from the average velocity results obtained during the velocity test performed for the same lot. In addition all cartridges shall fire, with all bullets clearing the muzzle of the barrel.
- 3.10.1 Waterproof trace. When viewed from behind and to the side of the weapon at least 75% of the tracer ammunition cartridges shall ignite and shall visibly trace after having been placed under a 25mm (1 inch) head of water for 24 hours.

3.11 Yaw. The SLAP penetrator yaw shall not exceed 15 degrees when fired at a target located  $36.5 \pm 3$  meters ( $120 \pm 10$  feet) from the muzzle of the weapon.

3.12 Stripping. The sabot shall have stripped from the penetrator at a maximum distance of  $36.5 \pm 3$  meters ( $120 \pm 10$  feet) from the muzzle of the weapon.

3.13 Action time. The action time of fired cartridges shall not exceed four milliseconds.

3.14 Function and casualty. The cartridges shall fire without casualty.

3.15 Trace. When viewed from a line parallel to the plane of trajectory, with the line of sight perpendicular to the plane of trajectory at each point of observation, 85% of the M962 SLAPT Tracers shall exhibit a visible trace from a point not greater than 275 meters (902 feet) from the muzzle of the weapon to a point not less than 2,000 meters (6560 feet) from the muzzle of the weapon.

3.16 Workmanship. The metal parts of the cartridge shall be free of cracks, splits, perforations, burrs, and foreign matter. The cleaning method used shall not be injurious to any part nor shall the parts be contaminated by any cleaning agent. All parts and assemblies shall be fabricated, loaded, and assembled in a thorough and workmanlike manner. In addition, the cartridge shall comply with the standards specified in the Caliber .50 section of MIL-STD-636. Extreme care should be exercised to avoid contamination of primers or propellant by oil, grease, or other foreign matter.

#### 4.0 QUALITY ASSURANCE PROVISIONS

4.1 Responsibility for inspection. Unless otherwise specified in the contract or purchase order, the contractor is responsible for the performance of all inspection requirements, examinations, and tests as specified herein. Except as otherwise specified in the contract or purchase order, the contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the inspections set forth in the specification where such inspections are deemed necessary to ensure supplies and services conform to prescribed requirements.

4.1.1 Responsibility for compliance. All items shall meet all requirements of sections 3 and 5 and all applicable drawings. The inspections set forth in this specification shall become a part of the contractor's overall inspection system or quality program. The absence of any inspection requirements in the specification shall not relieve the contractor of the responsibility of ensuring that all products or supplies submitted to the Government for acceptance comply with all requirements of the contract. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.

4.1.2 General provisions. Refer to ASQC A8402 for definitions of quality assurance terms used.

4.2 Classification of inspections. The inspection requirements specified herein are classified as follows:

4.2.1 Qualification Lot (see 4.4).

4.2.2 Quality conformance inspection (see 4.5).

4.3 First Article Inspection. The contractor shall conduct First Article Testing IAW the first article testing requirements of Military Specification MIL-C-70663. Being a single round and not linked, the contractor is required to perform those inspections relevant to the Cartridge, Caliber .50 SLAP-Tracer M962 only. The contractor shall prepare and submit the results of the first article tests and inspections IAW DI-NDTI-80809. The Contracting Officer has the right to waive this requirement.

4.4 Qualification lot.

4.4.1 Submission. The contractor shall submit a Qualification Lot as designated by the Contracting Officer for

evaluation IAW Table I.

4.4.2 Rejection. See MIL-A-48078 and Table I. The lot shall be rejected if the applicable requirements of the qualification tests are not met. The Government reserves the right to terminate inspection upon any failure of any test requirement to comply with any of the requirements.



**TABLE I.**  
**CLASSIFICATION OF CHARACTERISTICS**  
**Cartridge, Caliber .50 SLAPT M962 IAW drawing 12902945**

<u>EXAMINATION OR TEST</u>	<u>CONFORMANCE CRITERIA</u>			<u>RQMT PARA</u>	<u>INSPECTION METHOD REF</u>
	<u>QTY</u>	<u>Ac</u>	<u>Re</u>		
Cartridge Weight	100%	0	1	3.3	4.6.1
Bullet extraction	50	1	2	3.4	4.6.2
Residual Stress	50	0	1	3.6	4.6.4
Dispersion	90	1/		3.7	4.6.5
Chamber Press at Ambient Temp	40	1/		3.8	4.6.6
Chamber Press at High Temperature	40	1/		3.8.1	4.6.6
Chamber Press at Low Temperature	40	1/		3.8.2	4.6.6
Velocity at Ambient Temp	40	1/		3.9	4.6.7
Velocity at High Temperature	40	1/		3.9.1	4.6.7
Velocity at Low Temperature	40	1/		3.9.2	4.6.7
Waterproof	50	1/		3.10	4.6.8
Waterproof trace	50	2/ 12	13	3.10.1	4.6.8.1
Yaw at Ambient Temp	40	3/1/		3.11	4.6.9
Stripping	40	3/		3.12	4.6.10
Action Time	80	1	2	3.13	4.6.11
Trace	100	4/		3.15	4.6.12

**NOTES:**

- 1/ Failure of the cartridges to comply with the applicable requirement shall result in rejection of the qualification lot.
- 2/ Test shall be conducted concurrently with Waterproof Test.
- 3/ This test may be performed concurrently with the velocity tests.
- 4/ The lot shall be rejected if more than 15 shots fail to comply with the trace requirement.

**4.5 Quality conformance inspection.**

**4.5.1 Inspection lot formation.** In accordance with MIL-A-48078.

**4.5.1.1 Component parts.** Unless otherwise specified, component parts shall be homogeneous and of a size convenient to the contractor and inspected, tested, and accepted by the contractor. The cartridge lot shall contain components listed in 4.5.1.1.1 through 4.5.1.1.5.

**4.5.1.1.1** Cartridge cases from one manufacturer.

**4.5.1.1.2** Penetrators from one unchanged process and one manufacturer.

**4.5.1.1.3** Primers from one unchanged process and one manufacturer.

**4.5.1.1.4** Propellant from no more than two lot numbers and from one manufacturer.

**4.5.1.1.5** Sabots from one unchanged process and one manufacturer.

**4.5.1.2 Lot identification.** Each lot of ammunition shall be identified as to type, caliber and model, lot number in accordance with MIL-STD-1168, and the supplier's identification as assigned by the procuring activity.

**4.5.2 Examinations and tests.**

4.5.2.1. Classification of characteristics. Quality conformance examinations and tests are specified in the following Classification of Characteristics paragraphs. The contractor's quality program or detailed inspection system shall provide assurance of compliance of all characteristics with the applicable drawing and specification requirements utilizing as a minimum the conformance criteria specified herein. When using the inspection levels stated in the Classification of Characteristics paragraphs use TABLE II to select the sample size for major defects. Sampling for minor defects shall be in accordance with ANSI/ASQC Z1.4 with AQL 1.50.

**TABLE II.**

<u>Attributes sampling inspection.</u>			<u>Inspection Levels</u>	
Lot Size			<u>III</u>	<u>VI</u>
			Sample	size
	to	90	32	13
91	to	150	32	20
151	to	280	32	20
281	to	500	50	32
501	to	1200	80	32
1201	to	3200	80	32
3,201	to	10,000	125	50
10,001	to	35,000	125	50
35,001	to	150,000	125	80
150,001	to	500,000	200	80
500,001	and over		200	80

Numbers listed under the inspection levels indicate sample size. If the sample size exceeds the lot size, perform 100% inspection. Accept with zero defects only and reject with one or more defects for all inspection levels.

4.5.2.2. Alternative quality conformance provisions. Unless otherwise specified herein or provided for in the contract, alternative inspection procedures, methods, or equipment, such as statistical process control, tool control, variables sampling, or other types of sampling plans, etc., may be used by the contractor when they provide, as a minimum, the level of quality assurance required by the provisions herein. Prior to applying such alternative procedures, methods, or equipment the contractor shall describe them in a written proposal submitted to the procuring contracting officer for evaluation (see 6.7). When required, the contractor shall demonstrate that the effectiveness of each proposed alternative is equal to or better than the specified quality assurance provision(s) herein. In cases of dispute as to whether the contractor's proposed alternative(s) provides equivalent assurance, the provisions of this specification shall apply. All approved alternative inspection provisions shall be specifically incorporated into the contractor's quality program or inspection system, as applicable.

4.5.2.3 Classification of Characteristics. Detailed listing of classification of characteristics for Cartridge, Caliber .50 SLAPT M962 to the requirements of drawing number 12902945 as set forth in the following two sheets.

# **QUALITY CONFORMANCE INSPECTION CLASSIFICATION OF CHARACTERISTICS**

Sheet 1 of 2

CLASS	EXAMINATION OR TEST <u>1/</u>	CONFORMANCE <u>CRITERIA</u>	REQUIREMENT <u>PARAGRAPH</u>	INSPECTION <u>METHOD REF 2/</u>
<u>CRITICAL LEVEL I:</u>				
1.	Case split in K, L, or M location (6)	100%	3.2	Visual
2.	Case split in I, S, or J location when loss of powder occurs (6)	100%	3.2	Visual
3.	Perforated case (7)	100%	3.2	Visual
4.	Propellant weight under minimum <u>3/</u>	100%	3.3	Gage
<u>CRITICAL LEVEL II:</u>				
5.	Primer missing (32)	100%	3.2	Visual
6.	Primer cocked (33)	100%	3.2	Visual
7.	Primer inverted (34)	100%	3.2	Visual
<u>MAJOR:</u>				
101.	Case split in I, S, or J location with no loss (6) of powder	100%	3.2	Visual
102.	Corroded or stained cartridge, if etched (2)	Level III	3.2	Visual
103.	Round head (Case) (4)	Level III	3.2	Visual
104.	Dented case (5)	Level III	3.2	Visual
105.	Draw scratch (8)	Level III	3.2	Visual
106.	Beveled underside of head case (10)	Level III	3.2	Visual
107.	Scaly metal (Case) (12)	Level III	3.2	Visual
108.	No chamfer on head (Rim) (13)	Level III	3.2	Visual
109.	No visible evidence of mouth anneal (Case) (21)	Level III	3.2	Visual
110.	Missing, loose, or inverted penetrator	Level III	3.2	Visual/Manual
111.	Loose primer (35)	Level III	3.2	Visual/Manual
112.	Total length	Level III	3.2	Gage
113.	Cartridge profile failure requiring more than 80 lbs force to insert in the profile and alignment gage	Level III	3.2	Gage
114.	Diameter of extractor groove, maximum	Level III	3.2	Gage
115.	Diameter of head	Level III	3.2	Gage
116.	Thickness of head	Level III	3.2	Gage
117.	Length to shoulder datum	Level III	3.2	Gage
118.	Depth of primer	Level III	3.2	Gage
119.	Cracked or damaged sabot <u>5/</u>	Level III	3.2	Visual
<u>MINOR-</u>				
201.	Discolored, dirty, oily, or smeared (waterproofing) (1)	Level VI	3.2	Visual
202.	Dented case (5)	Level VI	3.2	Visual
203.	Draw scratch (Case) (8)	Level VI	3.2	Visual
204.	Scratch (Case) (9)	Level VI	3.2	Visual
205.	Scaly metal (Case) (12)	Level VI	3.2	Visual
206.	Fold, wrinkle, buckle, or bulge (Case) (14, 15, 16, 17)	Level VI	3.2	Visual

# **QUALITY CONFORMANCE INSPECTION CLASSIFICATION OF CHARACTERISTICS**

Sheet 2 of 2

CLASS	EXAMINATION OR TEST <u>1/</u>	CONFORMANCE <u>CRITERIA</u>	REQUIREMENT <u>PARAGRAPH</u>	INSPECTION <u>METHOD REF 2/</u>
<u>MINOR:</u> (CONT.)				
207.	Head stamp missing or illegible (Case) (18)	Level VI	3.2	Visual
208.	Defective head (Case) (19)	Level VI	3.2	Visual
209.	Defective mouth (Case) (20)	Level VI	3.2	Visual
210.	Nicked or dented primer (36)	Level VI	3.2	Visual
211.	No waterproofing material at the primer pocket joint (37)	Level VI	3.2	Visual
212.	Defective crimp (38)	Level VI	3.2	Visual
213.	Diameter of the extractor groove, minimum	Level VI	3.2	Gage
214.	Workmanship 4/	Level VI	3.16	Visual

## **NOTES:**

- 1/ Numbers after defect descriptions refer to visual defect standards in MIL-STD-636 (Caliber .50 Section)
- 2/ Refer to MIL-STD-636 (Caliber .50 Section) for visual defect standards. In the event of a conflict between 4.5.2.3 of this document and MIL-STD-636 the text of 4.5.2.3 shall take precedence.
- 3/ Each lightweight cartridge shall be disassembled and the propellant weighed. Any cartridge containing less than 124.5 grains of propellant shall be classed as a critical defect. Any cartridge containing more than 125.5 grains of propellant shall be classed as a major defect.
- 4/ Defects other than those listed in MIL-STD-636 (Cal.50 Section).
- 5/ Cracked or damaged sabot is defined as one (1) or more splits in the sabot, one (1) or more cracks outside the breakaway slot or cracks in three (3) or more breakaway slots.

4.5.3 Testing. Testing is described in 4.5.3.2. Testing shall be conducted in accordance with the methods and procedures specified in 4.6. Firing defects and associated acceptance-rejection criteria are specified in Table III.

4.5.3.1 Test samples. The quantities for the various tests shall be as specified in 4.5.3.2. Only cartridges having met the visual and dimensional requirements shall be used in the ballistic tests, and shall have been selected in such a manner that the sample is representative of the entire lot. Sufficient cartridges shall be selected so that all testing (including testing of second samples where necessary) can be performed. The cartridges shall be thoroughly mixed before being divided into samples for the various tests.

4.5.3.2. Classification of Characteristics. Detailed listing of classification of characteristics for examination or test of Cartridge, Caliber .50 SLAPT M962 to the requirements of drawing number 12902945 is set forth in the following sheet.

**QUALITY CONFORMANCE INSPECTION  
CLASSIFICATION OF CHARACTERISTICS**

Class	Examination or Test	<u>Sample size &amp; Conformance Criteria</u>		<u>Requirement Paragraph</u>	<u>Inspection Method Ref.</u>
101.	Bullet Extraction	25	1/	3.4	4.6.2
102.	Dispersion	60	2/	3.7	4.6.5
103.	Chamber Press at Ambient Temp	20	2/	3.8	4.6.6
104.	Chamber Press at High Temperature	20	2/	3.8.1	4.6.6
105.	Chamber Press at Low Temperature	20	2/	3.8.2	4.6.6
106.	Velocity at Ambient Temp	20	2/	3.9	4.6.7
107.	Velocity at High Temperature	20	2/	3.9.1	4.6.7
108.	Velocity at Low Temperature	20	2/	3.9.2	4.6.7
109.	Waterproof	20	2/	3.10	4.6.8
110.	Waterproof trace	20	3/ 2/	3.10.1	4.6.8.1
111.	Yaw at Ambient Temp	20	4/ 1/	3.11	4.6.9
112.	Stripping	20	4/ 1/	3.12	4.6.10
113.	Action Time	20	4/ 1/	3.13	4.6.11
114.	Trace	100	5/	3.15	4.6.12

**NOTES:**

1/ Failure of two or more cartridges to comply with the applicable requirement shall be cause for rejection of the lot. If one cartridge fails in the first test a second sample consisting of double the number of cartridges used in the first sample shall be tested. If any additional cartridges fail in the second test the lot shall be rejected.

2/ Failure of the cartridges to comply with the applicable requirement shall result in rejection of the lot subject to testing of a second sample consisting of double the quantity of cartridges used in the first test. Failure of the cartridges in the second sample to comply with the applicable requirement shall result in rejection of the lot.

3/ Waterproof trace test fired concurrently with Waterproof test.

4/ This test may be performed concurrently with the velocity tests.

5/ Failure of 46 or more cartridges to comply with the trace requirement shall be cause for rejection of the lot. If more than 15 but less than 46 cartridges fail during the first test, a second sample consisting of double the number of cartridges tested in the first test shall be fired. The lot shall be rejected if in firing the combined first and second sample a total of 46 or more cartridges fail the trace requirement.

**Table III. QUALITY CONFORMANCE INSPECTION FIRING DEFECT  
CLASSIFICATION AND ACCEPT - REJECT CRITERIA**

<u>DEFECT CLASS</u>	<u>ACCEPTANCE NUMBERS</u>		<u>DEFECT CLASSIFICATION</u>
	<u>FIRST SAMPLE</u>	<u>CUMULATIVE SAMPLE</u>	
1. Sabot/Penetrator remaining in bore	0	1/	CRITICAL
2. Misfire Vent hole missing or blocked	0	1/	MAJOR
3. Sabot/Penetrator separation in bore 2/	0	1	MAJOR
4. Misfire (excluding 2 above)	1	2	MAJOR
5. Primer defects:			
5.1 Perforation in firing pin indent in primer cup	7	19	MINOR
5.2 Escape of gas through primer cup other than 4.a.	2	5	MAJOR
5.3 Escape of gas around primer cup more than 50% of periphery	5	9	MAJOR
5.4 Blown primer 3/	0	1	MAJOR
6. Case casualties 4/			
6.1 Longitudinal split			
6.1.1 Neck or shoulder (I or S)	4	10	MINOR
6.1.2 Body (J)	2	5	MAJOR
6.1.3 Body (K)	0	1	MAJOR
6.1.4 To head (L)	0	1	MAJOR
6.1.5 Through head (M)	0	1	MAJOR
6.2 Circumferential rupture			
6.2.1 Partial, shoulder, or body (J,K, or S)	1	2	MAJOR
6.2.2 Partial head (L)	0	1	MAJOR
6.2.3 Complete	0	1	MAJOR
7. Failure to extract	0	1	MAJOR

#### NOTES

- 1/ No second sample is permitted. The lot shall be rejected.
- 2/ Excessive muzzle flash, loud report, drop in velocity, or any combination of the three may be an indication of sabot/penetrator separation in the bore. Final determination of a sabot/penetrator failure will be damage to the bore of the weapon.
- 3/ Primer defects:
  - a. Blown primer. A primer which, when the cartridge is fired, is completely separated from the head of the cartridge case. Both the head of the case and the primer pocket are grossly distorted and deformed. The severity of this condition is such that it is easily seen.
  - b. Dropped primer. A primer which falls from the primer pocket after the cartridge is fired.
- 4/ For location of defects indicated by letter in parentheses see drawing 7643674.

4.5.4 Packaging, packing, and marking inspection. During or immediately prior to the packaging operation, 100% examination of the cartridges shall be performed to ascertain that the cartridge type conforms to the drawing. Discovery of a high pressure test round, dummy cartridge, or blank cartridge shall be classed as a critical defect. Discovery of any incorrect type of caliber .50 ammunition other than those listed in the previous sentence shall be classed as a major defect. All nonconforming cartridges shall be rejected. All packing and marking shall be IAW MIL-STD-644 as applies to the drawing.

4.5.5 Inspection equipment. The inspection equipment required to perform the inspections specified herein is identified in the "Inspection Method Reference" column of the Classification of Characteristics paragraphs starting with 4.5.2.1. Contractor inspection equipment designs shall be submitted for Government approval as specified in the contract. See section 6 of MIL-A-48078 and 6.3 herein.

4.5.6 Inspection equipment lists. The examination and tests shall be made using equipment listed on IL-9370055 and IL-12902945 except as specified in 4.6.

#### 4.6 Methods of inspection.

4.6.1 Cartridge weight. Weigh each cartridge using an approved method and approved equipment design.

4.6.2 Bullet extraction. The cartridge shall be tested in an approved bullet extraction machine. The rate of travel of the test head shall be from 75 mm per minute to 150 mm per minute (3 to 6 inches per minute)

4.6.3 Melt flow rate. Samples of sabots selected at random from the new resin lot shall be broken to remove the area multiplier and then ground to a grain size approximating the size of virgin molding material. The test sample along with a reference sample of the molding material shall be dried to the specified premolding moisture level and subjected to a melt flow rate determination IAW ASTM D 1238, test condition 337C/6.7 Kg (14.8 pounds mass).

4.6.4 Residual stress. The test shall be conducted IAW SCATP 7.62mm, Section 11, Mercurous Nitrate Test Procedure.

4.6.5 Dispersion. The cartridges shall be tested in the accuracy rifle using the SLAP accuracy test barrel, 8649496, (45" long) secured to an accuracy mount. The test shall be conducted IAW TECP 700-700, Vol. III, Section 7-14.

4.6.6 Chamber pressure. Cartridges conditioned at  $20^{\circ}\text{C} \pm 1^{\circ}\text{C}$  ( $68^{\circ}\text{F} \pm 2^{\circ}\text{F}$ ) for not less than two hours,  $-46^{\circ}\text{C} \pm 3^{\circ}\text{C}$  ( $-50^{\circ}\text{F} \pm 5^{\circ}\text{F}$ ) for not less than six hours, and  $65^{\circ}\text{C} \pm 1^{\circ}\text{C}$  ( $150^{\circ}\text{F} \pm 2^{\circ}\text{F}$ ) for four to twelve hours shall be fired one shot at a time for chamber pressure measurements in a universal rifle using the SLAP chamber test barrel, 8649498, (45" long) secured to an accuracy mount. The chamber pressure test shall be conducted IAW TECP 700-700, Vol. III, Section 7-13.

4.6.7 Velocity. Cartridges conditioned at  $20^{\circ}\text{C} \pm 1^{\circ}\text{C}$  ( $68^{\circ}\text{F} \pm 2^{\circ}\text{F}$ ) for not less than two hours,  $-46^{\circ}\text{C} \pm 3^{\circ}\text{C}$  ( $-50^{\circ}\text{F} \pm 5^{\circ}\text{F}$ ) for not less than six hours, and  $65^{\circ}\text{C} \pm 1^{\circ}\text{C}$  ( $150^{\circ}\text{F} \pm 2^{\circ}\text{F}$ ) for four to twelve hours shall be fired one shot at a time for velocity measurements in a universal rifle using the SLAP velocity and action time test barrel, 8649497, (45" long) secured to a rigid mount. The test shall be conducted IAW TECP 700-700, Vol. III, Section 7-13.

4.6.8 Waterproof. Test IAW TECP 700-700, vol. III, Section 7-13. The maximum time interval between removal from immersion in water for 24 hours and firing shall not exceed three hours. Fire the sample cartridges one shot at a time for velocity measurements in a universal rifle using the SLAP velocity and action time test barrel, 8649497, (45" long) secured to a rigid mount. Record the date and the results of each shot.

4.6.8.1 Waterproof trace. Test IAW TECP 700-700, Vol. III, Section 7-18 except that observation for trace ignition is required only from behind the weapon. An observer shall be positioned approximately three meters to the side of the weapon to observe for the presence of visible trace. Observe for ignition of the tracer during the waterproof firing test, 4.6.8. The date and the results of each shot (trace or blind) shall be recorded. During firing, observation shall also be made for (a) bullet bursting before striking bullet stop or target, (b) trace muzzle flash, and (c) erratic flight.

4.6.9 Yaw. Place a paper target, MIL-P-10831, or a yaw card in the line of fire  $36.5 \pm 3$  meters ( $120 \pm 10$  feet) from the muzzle of the weapon. Condition cartridges at  $20^{\circ}\text{C} \pm 1^{\circ}\text{C}$  ( $68^{\circ}\text{F} \pm 2^{\circ}\text{F}$ ) for not less than two hours. Fire the required number of shots using ammunition conditioned as required for the yaw tests in a universal rifle using the SLAP velocity and action time test barrel, 8649497, (45" long) secured to a rigid mount. After firing examine the target. Each bullet hole over 13 mm (1/2 inch) shall be reported as a failure. The yaw test may be performed concurrently with the velocity testing.

4.6.10 Stripping. The stripping test shall be conducted by firing the sample cartridges one shot at a time in a universal rifle using the SLAP velocity and action time test barrel, 8649497, (45" long) secured to a rigid mount at a target 46 meters (150.9 feet) from the muzzle of the weapon. Examine the holes in the target. Holes the size of the penetrator approximately 8 mm show that the sabots performed properly by stripping from the penetrator forward of the target. Large holes approximately 13 mm (.50 inch) in diameter give indication that the sabot(s) did not strip from the penetrator and are, therefore, failures. If the number of 8mm (.30 inch) holes equals the number of rounds fired, the sample cartridges passed the test. Additional holes the size of the area multiplier

shall be disregarded. The stripping test may be performed concurrently with the velocity or action time test.

4.6.11 Action time. The action time test shall be conducted IAW SCATP-7.62mm firing one shot at a time for action time measurements in a universal rifle using the SLAP velocity and action time test barrel, 8649497, (45" long) secured to a rigid mount.

4.6.12 Trace. The test cartridges shall be tested in an accuracy test barrel. The trace test shall be conducted IAW TECP 700-700, Vol. III, Section 7-18, and the following: Observation for trace performance shall be made at the weapon and at points 275 meters (902 feet) and 2000 meters (6560 feet) beyond the muzzle of the weapon on a line parallel to and approximately 70 meters (166.6 feet) from the line of trajectory. Fire at least three warmer shots to sight, warm, and foul the weapon. Then fire the sample cartridges in regular sequence allowing sufficient time between shots for each observer to record trace results. Record the date and record the trace results (trace or blind) at each observation point. Defects reported at more than one observation point for the same shot shall be recorded as a single failure. During firing, observation shall also be made for (a) bullet bursting before striking bullet stop or target, (b) trace muzzle flash, and (c) erratic flight.

## 5.0 PACKAGING

5.1 Preservation and packaging. See 5.2.1.

5.2 Packing.

5.2.1 Packing Level A. The cartridges shall be packed IAW Dwg. 12576456, MIL-STD-129, MIL-STD-644, and CFR TITLE 49 Part 100-199 as applicable.

5.3 Marking. Marking shall be IAW Dwg. 12576456 and MIL-STD-129.

5.4 Unitized loads. The cartridges packed IAW with 5.2, shall be unitized IAW Dwg. 19-48-4116-20PA1002.

## 6.0 NOTES

6.1 Intended use. The cartridges covered by this specification are intended for use in Caliber .50 weapons having chamber and rifling configurations as shown on Dwg. 7312853.

6.2 Acquisition requirements. Acquisition documents must specify the following:

6.2.1 Title, number, and date of this specification.

6.2.2 Issue of DODISS to be cited in the solicitation, and, if required, the specific issue of individual documents referenced (see 2.1.1).

6.2.3 Requirements for submission of first article sample.

6.2.4 Type and level of packing for the cartridges.

6.2.5 Provisions for the submission of Inspection Equipment Designs (DI-R-100540) (see 6.3)

6.2.6 Provisions for the submission of acceptance inspection reports containing the final inspection results for each lot of ammunition presented to the government (see 6.4).

6.3 Submission of inspection equipment designs for approval. (See MIL-A-48078). Submit inspection equipment designs as required when the cartridge is procured by the Marine Corps, to: Commander, Code 4033, Building 3212, NAVSURFWARCENDIV, 300 Highway 361, Crane, IN 47522-5001

6.4 Submission of test data. In addition to the normal distribution of records, when the cartridge is procured by the Marine Corps, one copy of all ballistic data and the ammunition data card for each lot shall be forwarded to: Commander, Code 4033, Building 3212, NAVSURFWARCENDIV, 300 Highway 361, Crane, IN 47522-5001



6.5 Hazard notice. The cartridge described herein and some of the cartridge components are flammable and explosive and, therefore, present hazards in manufacture, handling, storage, and shipment. The contractor shall recognize these hazards and shall take appropriate measures to prevent fire, explosion, adverse environmental, rough handling, corrosive atmosphere, and electrically induced incidents. Such measures shall include the employment of an effective safety program that addresses the inherent hazards associated with the cartridge.

6.6 Drawings. Drawings listed in Section 2 of this specification under this heading US Army Armament Research, Development, and Engineering Center (ARDEC) may also include drawings prepared by and identified as Edgewood Arsenal, Frankford Arsenal, Rock Island Arsenal, U.S. Army Armament Research and Development Command (ARRADOOM), or Picatinny Arsenal drawings. Technical data originally prepared by these activities is now under the auspices of ARDEC.

6.7 Submission of alternative inspection provisions. Proposed alternative inspection provisions should be submitted by the contractor to the procuring contracting officer for evaluation and approval by the technical activity responsible for preparation of this specification.

6.8 Subject term (key word) listing.

Polyetherimide (PEI)  
Small Arms Ammunition

**ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

**ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) – (5407)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

**EXCLUSION OF MERCURY (NAVSEA) (May 1998) – (5409)**

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

**FIRST ARTICLE (CONTRACTOR TESTING) (NAVSEA) (SEP 1990) - (5410)**

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The First Article shall conform in every respect to the requirements of this contract and shall be fully tested by the Contractor at its own expense to determine compliance with said requirements. The production equipment shall be manufactured with tools, material and methods which are the same as or representative of the tools, material and methods which were used to manufacture the First Article.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--CONTRACTOR TESTING" (FAR 52.209-3), the First Article shall not be delivered as part of the production quantity.\*

**WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)(5417)**

If the First Article is waived by the Government, the Contractor shall deliver supplies that are identical or substantially identical to those previously accepted by the Government under the following contract(s):

Contract(s)

(Offeror to fill in contract number(s), as applicable. See Section M)

**UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

## **SECTION "D" - PACKAGING AND MARKING**

### **PROHIBITED PACKING MATERIALS**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

### **DATA PACKAGING LANGUAGE (5503)**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated January 1995.

### **IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)**

(a) Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

### **MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)**

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with drawings.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

### **MARKING OF WARRANTED ITEMS (NAVSURFWARCENDIV) (5508)**

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Warranted items shall be marked with the following information:

- (1) National stock number or manufacturer's part number
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items)
- (3) Contract number
- (4) Indication that a warranty applies
- (5) Manufacturer or entity (if other than the contractor) providing the warranty
- (6) Date or time when the warranty expires
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

**MARKING FOR SHIPMENT (5511)**

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date;

**INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)**

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

**SECTION "E" - INSPECTION AND ACCEPTANCE**

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

**PART I**

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984
<b>PART II</b>		
252.246-7000	Material Inspection and Receiving Report	Dec 1991

**CLAUSES IN FULL TEXT****INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

**INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. ORIGIN (NAVSEA) (5605)**

Item(s) 0001 and 0002 - Inspection and acceptance shall be made at source by a representative of the cognizant Contract Administration Office.

**INSPECTION AND ACCEPTANCE (ORIGIN) (5607)**

(a) Government inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the cognizant DCMC office at the contractor's or subcontractor's plant located at To Be Determined. The location designated for such inspection and acceptance shall not be changed without prior written authorization of the Contracting Officer.

(b) The cognizant inspector shall be notified when supplies or services are ready for government inspection.

(c) Advance notification of the cognizant inspector X is \_\_\_ is not required at least 7 days prior to conducting contractor inspections and/or testing.

**SECTION "F" - DELIVERIES OR PERFORMANCE****PART I**

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-29	F.o.b. Origin	Jun 1988
52.247-30	F.o.b. Origin, Contractor's Facility	Apr 1984

<u>DFARS</u>	<u>Title</u>	<u>Date</u>
252.223-7002	Safety Precautions for Ammunition and Explosives	May 1994
252.223-7003	Change in Place of Performance – Ammunition and Explosives	Dec 1991

**CLAUSES IN FULL TEXT****TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)**

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
<u>0001</u>	<u>554 CN</u>	<u>Within 120 days after issuance of Delivery Order 0001</u>
<u>0001</u>	<u>TBD</u>	<u>Within 120 days after issuance of individual delivery orders</u>
<u>0002</u>	<u>1 LO</u>	<u>IAW DD 1423's (CDRLs)A001-A013</u>

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>WITHIN DAYS AFTER DATE OF CONTRACT</u>
<u>          </u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </u>

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the

actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

**DELIVERY LANGUAGE FOR F.O.B. ORIGIN (5705)**

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, to be determined, for shipment at Government expense (normally on Government bill(s) of lading). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the contracting officer, with a copy to the cognizant Contract Administration Office.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423. FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act Section 10721 rates do not apply.

**RECEIVING FACILITY SCHEDULE (5709)**

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Thursday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time. The receiving facility is normally closed Friday, Saturday, and Sunday.

**SECTION "G" - CONTRACT ADMINISTRATION DATA****GENERAL PROCUREMENT INFORMATION****SPECIAL PAYMENT INSTRUCTIONS**

- Payment is not to be pro-rated.
- ACRNs are to be paid in accordance with contractor's invoice.

**SPECIAL INVOICE/BILLING INSTRUCTIONS**

- The contract ACRN associated with each CLIN/SubCLIN shall be referenced on page 1 of the invoice by CLIN/SubCLIN.
- The contractor shall submit the invoice to:  
VENDOR PAY  
CODE 00M, BLDG 3173  
NAVSURFWARCENDIV  
300 HIGHWAY 361  
CRANE IN 47522-5002

A copy of the invoice shall also be submitted to the payment office if so stated on Page 1 of the contract document.

**ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815)**

DFARS 252.232-7003 is hereby incorporated into the contract by reference. For purposes of implementation of electronic finance payment invoicing under NSWC Crane contracts, WAWF-RA is applicable in accordance with Deployment of Wide Area WorkFlow - Receipt and Acceptance OUSD(AT&L)(DP) memo 1 Apr 2002. Other electronic systems are not to be utilized.

For other than finance payment request invoices, NSWC Crane is currently working with the WAWF-RA program office to develop an interface between the financial system and WAWF-RA. However, this interface is not currently in place and NSWC Crane cannot currently accept WAWF-RA invoices for payment against lines of accounting cited in contracts/orders issued and certified for payment by NSWC Crane (DoDAAC N00164 / FC).

In accordance with DFARS 252.232-7003(c), the contractor is required to submit their receipt and acceptance documentation with delivery of the materials. Invoices for payment shall be submitted in hard copy in accordance with the Submission of Invoice Clause herein to the following address:

Vendor Pay  
Code 00M2 Bldg 3173  
NSWC Crane  
300 Highway 361  
Crane IN 47522-5001

**PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE (5814)**

Paragraph FAR 52.232-25(a)(5)(i) of the Prompt Payment clause is hereby changed to:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 45th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

Payment will be due the vendor in accordance with FAR 52.232-25(a)(1)



*Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

#### **PAYMENT STATUS INQUIRIES (for other than bankcard pay)**

Status of invoice payments can be obtained from the following web site: [www.dfas.mil/money/vendor](http://www.dfas.mil/money/vendor)

If the **payment is being made by DFAS—Columbus** use the **MOCAS Vendor Pay Inquiry System (VPIS)** site listed on the above web site. It is recommended that the vendor download the “MOCAS VPIS Help Guide” and “Reason and Remark Code Document”. You must then register by clicking on “User Registration” under the subheading “MOCAS Vendor Pay Inquiry System” before payment inquiries can be made.

If payment is being made by **other than DFAS-Columbus**, status of invoice payment can be obtained through the **Non-MOCAS System** by cage code, contract number or DUNS number at the above listed web site.

To determine which system to use see the following blocks of your contract document for payment offices designation:

<b><u>Document</u></b>	<b><u>Block</u></b>
SF 26 Award/Contract	12
SF 33 Award/Contract	25
SF 1449 Solicitation/Contract/Order for Commercial Items	18a
DD1155 Order for Supplies or Services	15

#### **CLAUSES IN FULL TEXT**

#### **SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- \* a separate invoice for each activity designated to receive the supplies or services.
- \* a consolidated invoice covering all shipments delivered under an individual order.
- \* either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

\* Check applicable procedure.

**CONTRACT ADMINISTRATION DATA LANGUAGE**

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

**PURCHASING OFFICE REPRESENTATIVE LANGUAGE**

PURCHASING OFFICE REPRESENTATIVE: COMMANDER  
ATTN: CODE 116NS BLDG 2521  
NAVAL SURFACE WARFARE CENTER  
CRANE DIVISION  
CRANE IN 47522-5011  
Telephone No. 812-854-1988

**SECTION "H" - SPECIAL CONTRACT REQUIREMENTS****ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)**

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000

Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

**SECTION "I" - CONTRACT CLAUSES**  
**PART I**

<u>FARSubsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small Business Subcontracting Plan (Oct 2000)—Alternate II	Oct 2000
52.222-19	Child Labor – Cooperation with Authorities and Remedies	Sep 2002
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 2001
52.223-06	Drug-Free Workplace	May 2001
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-25	Prompt Payment	Feb 2002
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	May 1999
52.233-01	Disputes	July 2002
52.233-03	Protest After Award	Aug 1996
52.242-12	Report of Shipment (REPSHIP)	Jul 1995
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.245-04	Government-Furnished Property (Short Form)	Apr 1984

52.246-23	Limitation of Liability	Feb 1997
52.247-01	Commercial Bill of Lading Notations	Apr 1984
52.248-01	Value Engineering	Feb 2000
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
	<b>PART II</b>	
<b><u>DFARS</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
<b><u>Subsection</u></b>		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.204-7004	Required Central Contractor Registration	Nov 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	Apr 1996
252.223-7002	Safety Precautions for Ammunition and Explosives	May 1994
252.223-7003	Change in Place of Performance – Ammunition and Explosives	Dec 1991
252.225-7001	Buy American Act and Balance of Payments Program	Apr 2003
252.225-7002	Qualifying Country Sources as Subcontractors	Apr 2003
252.225-7004	Reporting of Contract Performance Outside the United States	Apr 2003
252.225-7012	Preference for Certain Domestic Commodities	Feb 2003
252.225-7014	Preference for Domestic Specialty Metals	Apr 2003
252.225-7016	Restriction on Acquisition of Ball or Roller Bearings	Apr 2003
252.225-7031	Secondary Arab Boycott of Israel	Apr 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	Sep 2001
252.227-7013	Rights in Technical Data - Noncommercial Items	Nov 1995
252.227-7030	Technical Data—Withholding of Payment	Mar 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	Sep 1999
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7004	DoD Progress Payment Rates	Oct 2001
252.242-7003	Application for U.S. Government Shipping Documentation/Instructions	Dec 1991
252.242-7004	Material Management and Accounting System	Dec 2000
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 2000
252.245-7001	Reports of Government Property	May 1994
252.246-7000	Material Inspection and Receiving Report	Mar 2003
252.247-7023	Transportation of Supplies by Sea	May 2002

CLAUSES IN FULL TEXT**FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEP 1989) (FAR 52.209-3)**

(a) The Contractor shall test 800 unit(s) of Lot/Item(s) 0001 as specified in this contract. At least 15 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 180 calendar days from the date of this contract to SWC Crane marked "FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot/Item No. \_\_\_\_." Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

**Alternate I (Jan 1997)**

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

**HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)(FAR 52.223-3)**

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to

--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph

(h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

**OZONE-DEPLETING SUBSTANCES (MAY 2001) (FAR 52.223-11)**

(a) *Definition. "Ozone-depleting substance,"* as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

**Warning**

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

**SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6)(APR 2003)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses\*(es): <http://www.arinet.gov/far>

**AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003) (DFARS 252.211-7005)**

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and



standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmamil/onebook/7.0/7.2/7.2.6/reports/modified.xls>

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall-

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

*(Offeror insert information for each SPI process)*

SPI Process:

Facility:

Military or Federal Specification  
Or Standard:

Affected Contract Line Item  
Number, Subline Item Number  
Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror-

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

#### **IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995) (DFARS 252.217-7026)**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE						
	National	Commercial	Source of Supply			Actual
Line	Stock	Item	Company	Address	Part No.	Mfg?
<u>Items</u>	<u>Number</u>	<u>(Y or N)</u>				
(1)	(2)	(3)	(4)	(4)	(5)	(6)
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise use "N." If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

#### **HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)**

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL  
(If None, Insert "None")

ACT

\_\_\_\_\_  
\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

**SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES**  
**(DFARS 252.223-7007)(SEP 1999)**

(a) *Definition.* "Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/ CATEGORY
.50 Caliber SLAP-T	1305-01-462-0651	IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

**STANDARD COMMERCIAL WARRANTY (6001)**

The contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided such warranty is available at no additional cost to the Government. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause nor does it limit the Government's rights with regard to the other terms and conditions of this contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty. The standard commercial warranty period shall begin upon final acceptance of the applicable material and/or services listed in the Schedule.

The contractor shall provide a copy of its standard commercial warranty (if applicable) with its offer. The warranty covers a period of \\_\_\_\ months. (Offeror is to insert number.)

**HAZARDOUS MATERIALS (6002)**

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

<u>TYPE OF SHIPMENT</u>	<u>APPLICABLE REGULATIONS</u>
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A, D, G
*6. Export Air Military (MAC)	F, G

**LIST OF REGULATIONS**

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
- \*G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

**SAFEGUARDING ARMS, AMMUNITION AND EXPLOSIVES (6003)**

NOTE: Government furnished Material in this contract consists Category \_\_\_\_\_ and Category \_\_\_\_\_ weapons and Category \_\_\_\_\_ ammunition. Supplies procured under this contract are Category 1.4C hazardous material.

NOTE: Supplies procured under this contract are identified as sensitive material, Category IV and shall be transported in accordance with the requirements of DOD 5100.76-M, "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives".

**PHYSICAL SECURITY OF CONTRACTOR'S FACILITIES (6004)**

The contractor agrees to maintain his facilities in accordance with the applicable requirements of Department of Defense Instruction 4145.26M as referenced in DFAR 252.223-7002. Supplies procured under this contract are identified as sensitive material (Category IV) under DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition and Explosives at contractor facilities), requiring physical security and transportation in accordance with DOD 5100.76-M.

**PERFORMANCE EVALUATION (6008)**

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized: Quality; Cost Control; Timeliness of Performance; Business Relations; Customer Satisfaction

**NOTICE: FIRST ARTICLE AS MANUFACTURING STANDARD (6009)**

Each first article approved under this contract shall serve as a manufacturing standard for the corresponding production items delivered hereunder

**SECTION "J" - LIST OF ATTACHMENTS**Exhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 -- Contractor's Configuration Management Plan	10/14/03	1
CDRL A002 -- Engineering Change Proposal (ECP)	10/14/03	1
CDRL A003 -- Product Drawings and Associated Lists	10/14/03	1
CDRL A004 -- Ammunition Data Card	10/14/03	2
CDRL A005 -- Ammunition Data Card	10/14/03	2
CDRL A006 -- Test/Inspection Report	10/14/03	1
CDRL A007 -- Test and Evaluation Program Plan (TEPP)	10/14/03	1
CDRL A008 -- First Article Qualification Test Plan	10/14/03	1
CDRL A009 -- Test Procedure	10/14/03	1
CDRL A010 -- Quality Assurance Provisions	10/14/03	1
CDRL A011 -- Explosive Hazard Classification Data	10/14/03	1
CDRL A012 -- Hazardous Materials Management Program (HMMP) Plan	10/14/03	1
CDRL A013 -- Hazardous Materials Management Program (HMMP) Report	10/14/03	1
<b><u>Exhibit "B"</u> -</b>		
<b><u>Attachments</u></b>		
(1) Data Item Description (DID) DI-CMAN-80858B		
(2) DID DI-CMAN-80639C		
(3) DID DI-SESS-81000B		
(4) DID DI-MISC-80043A		
(5) DID DI-MISC-80043A		
(6) DID DI-NDTI-80809B		
(7) DID DI-NDTI-81284		
(8) DID DI-NDTI-81307		
(9) DID DI-NDTI-80603		
(10) DID DI-CMAN-80789		
(11) DID DI-SAFT-81299		
(12) DID DI-MGMT-81398		
(13) DID DI-MISC-81397		
(14) General DD Form 1423 Glossary		

**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

	PART I	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	Dec 2001

**PROVISIONS IN FULL TEXT****CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)**

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or

refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);;

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent::

Name

TIN

#### **WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS (MAY 1999) (FAR 52.204-5)]**

(a) *[Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.]

(b) *[Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.]

#### **ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

#### **OFFEROR RECOMMENDATIONS**

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
-------------	-----------------	----------------------------	--------------

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)(FAR 52.209-5)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has\* has not\*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, (\_\_\_) intends, (\_\_\_) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address  
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or  
Facility if Other Than Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

**SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)(FAR 52.219-1) – Alt I (APR 2002)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 332992.
- (2) The small business size standard is 1,000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –
- (i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) *Definitions.* As used in this provision--
- "Service-disabled veteran-owned small business concern"*-
- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern,"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
- "Veteran-owned small business concern"* means a small business concern-
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern,"* means a small business concern --
- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

)

*Alternate I* (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete if offeror represented itself as disadvantaged in paragraph (b)(1) of this provision]. The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

**CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)(FAR 52.222-18)**

(a) Definition. Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

**PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)**

The offeror represents that—

- (a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,
- (b) It (\_\_\_) has, (\_\_\_) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)**

The offeror represents that (a) it (\_\_\_) has developed and has on file, (\_\_\_) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (\_\_\_) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

**CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- \* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- \* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- \* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- \* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- \* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (DFARS 252.208-7000)**

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metals will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

Precious Metal*	<u>Quantity</u>	<u>Deliverable Item (NSN and Nomenclature)</u>
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\*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

**DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)**

*(a) Definitions.*

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export

Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities.

Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

*(b) Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

*(c) Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

**REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this clause whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**CONTRACTOR PERFORMANCE DATA**

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

**CONTRACTOR PERFORMANCE DATA SHEET**

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:  
Address:  
  
Division:

RFP #:  
POC: (Person who can verify data)  
Telephone:  
FAX:

### **CONTRACT INFORMATION**

Contract Number:  
Contract Type: Fixed Price  
Item Description:  
Contract Quantity/Length of Service:  
Customer Name:  
Address:

Date Completed:  
Cost Reimbursement Other (Specify)

Customer POC: (Person who can verify data)  
Telephone:  
FAX:

### **QUALITY**

NOTE: An explanation must accompany all answers with an asterisk(\*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Was any warranty work completed on delivered items?

YES\* \_\_\_\_ NO \_\_\_\_ (Explanation)

Did you receive any quality awards in the past three years?

YES\* \_\_\_\_ NO \_\_\_\_ (List Awards)

### **TIMELINESS**

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES \_\_\_\_ NO \* \_\_\_\_ (Explanation)

### **COST FOR COST TYPE CONTRACTS:**

Was the original contract estimated cost met?

YES \_\_\_\_ NO\* \_\_\_\_ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ \_\_\_\_\_ -

### **OTHER PERTINENT INFORMATION**

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

**SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Jun 1999
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52-215-01	Instructions to Offerors-Competitive Acquisition	May 2001
52.215-16	Facilities Capital Cost of Money	Oct 1997
52.232-13	Notice of Progress Payment	Apr 1984
	<u>PART II</u>	
<u>DFARSSubsection</u>	<u>Title</u>	<u>Date</u>
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	Aug 1999
252.225-7003	Report of Intended Performance Outside the United States	Apr 2003
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

PROVISIONS IN FULL TEXT**TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)**

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery-Indefinite Quantity contract resulting from this solicitation.

**SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Scott Bingham, Code 1162, Bldg. 2521, NAVSURFWARCENDIV, 300 Highway 361, Crane, IN 47522-

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)**

Any contract awarded as a result of this solicitation will be ( ☐ ) DX rated order; ( ☒ ) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation

**SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)**

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

**NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)**

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PM4, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is



directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

#### **SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)**

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

#### **USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)**

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

- (1) Any item of supply that is available in the commercial marketplace;
- (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
- (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
  - (i) is not yet in use; or
  - (ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

#### **ALTERNATE PROPOSALS**

Offers may submit more than one proposal, each of which must satisfy the mandatory requirements of the solicitation, including any Benchmark Tests, in order to be considered. As a minimum, one of the proposals submitted must be complete. The alternate proposal(s) may be in an abbreviated form following the same section format, but providing only those sections which differ in any way from those contained in the original proposal. Each proposal will include cost tables indicating the complete range of pricing options. In the case of price/cost options for a given configuration, an alternate proposal will not be required. If alternate proposals are submitted, such alternatives will be clearly labeled and identified on the cover page of each separate document. The reason for each alternate and its comparative benefits shall be explained. Each proposal submitted will be evaluated on its own merits.

**SUBCONTRACT DATA REQUIRED (6410)**

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Businesses whenever practicable. Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities, or other minority institutions for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small and/or SDB and WOB subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe their management approach for enhancing small, SDB and WOB subcontractor's technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed herein, if applicable.

**BLANKET EXEMPTION CERTIFICATE**

In accordance with the provisions of Title 6, Indiana Code, Articles 2.1 and 2.5, Crane Division, Naval Surface Warfare Center, Crane, Indiana, as a United States Government entity, is exempt from the imposition of any sales and use tax, and has been assigned Exemption Certificate Number 103400015.

**ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)**

(a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.

(b) This solicitation contains military, federal and no-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.

(c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. Offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED

SPEC/STD PROPOSED  
(Including number, rev. and date)

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A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

(d) Alternative A: The Government shall consider the alternative specifications and standards in meeting the solicitation requirements during the source selection evaluation. Evaluation criteria for alternative specifications and standards is contained in Section M of this solicitation. If the Government accepts the proposed alternative specifications and standards, the offeror's proposal may be incorporated into the resultant contract, either in whole or in part, at the Government's discretion. Acceptance by the Government of alternative specifications and standards does not oblige the Government to conduct discussions under this solicitation.

(d) Alternative B: It is requested that all recommendations be submitted within \_\_\_\_\_ days from the date of issuance of this solicitation to allow the Navy adequate time to make a decision and, if necessary, amend this solicitation prior to the time set for receipt of proposals. In the event the Navy decides to allow the use of alternative specification and standard, this solicitation will be amended accordingly.

Note: The offeror shall complete the STANDARD COMMERCIAL WARRANTY text on page 38 of 55 herein. A copy of the offeror's warranty shall be submitted with the initial offer.

**WORLD WIDE WEB SOLICITATION INFORMATION**

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation

package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

**SECTION "M" - EVALUATION FACTORS FOR AWARD**PROVISIONS IN FULL TEXT**BASIS FOR AWARD (NAVSEA) (SEP 1990)**

All units of all items will be awarded to one offeror. Offers, therefore, must be on the basis of furnishing all units of all items.

**WAIVER OF FIRST ARTICLE REQUIREMENTS (CONTRACTOR TESTING) (NAVSEA) (JUL 2000)**

(a) If supplies identical or substantially identical to those called for in the Schedule have been previously furnished by the offeror and have been accepted by the Government, the first article requirements may be waived by the Government. The Offeror shall identify below the contract(s) under which supplies identical or substantially identical to those called for have been previously accepted by the Government:

Contract(s) \_\_\_\_\_

(b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.

(c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.

(d) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references relating to the first article will not apply.

**SINGLE AWARD FOR ALL ITEMS**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

**GREATEST VALUE EVALUATION**

(a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORS

Past Performance (Significantly More Important)

Price

(b) **Although cost is not a weighted evaluation factor, it will not be ignored.** The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

(c) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score.

(d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the contracting officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

**(e) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.**

### **PAST PERFORMANCE**

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same/similar products or services. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, highly unfavorable, or no same or similar history. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorable or unfavorable. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

**EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)**

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

Note: Award will be made to the offeror whose offer is most advantageous to the Government.

STATEMENT OF WORK  
FOR  
CARTRIDGE, CALIBER .50 SLAP-T  
(SABOTED LIGHT ARMOR PENETRATOR TRACER)-M962

1.0 SCOPE. This Statement of Work (SOW) sets forth requirements for acquisition of Cartridge, caliber .50 SLAP-T (Saboted Light Armor Penetrator Tracer)-M962.

1.1 AUTHORITY. The Naval Surface Warfare Center Division (NAVSURFWARCENDIV) Crane is designated as the responsible activity with the Ordnance Engineering Directorate, Marine Corps Ammunition and Logistics Department as the In Service Engineering Agent and Project Manager for the Cartridge, Caliber .50 SLAP-T (Saboted Light Armor Penetrator Tracer)-M962.

2.0 APPLICABLE DOCUMENTS.

2.1 Government Documents. The following documents of the latest issue listed below form a part of the SOW to the extent specified herein. In the event of a conflict between the documents reference herein and the contents of this SOW, the contents of this SOW shall prevail.

2.1.1 Specifications, Standards and Handbooks. The following specifications, standards and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents shall be those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and Supplement thereto, cited in the solicitation.

SPECIFICATIONS

MILITARY

MIL-A-48078	Ammunition, Standard Quality Assurance Provisions,
	General Specification for
MIL-C-70663	Cartridge, Caliber .50 SLAP (Saboted Light Armor
	Penetrator) Ball and Tracer –M903 and M962
MIL-P-10831	Paper, Target
MIL-STD-129	Marking for Shipment and Storage
MIL-STD-636	Visual Inspection Standards for Small Arms
	Ammunition through Caliber .50
MIL-STD-644	Visual Inspection Standards and Inspection
	of Packaging, Packing and Marking of Small Arms Ammunition
MIL-STD-1168	Ammunition Lot Numbering and Ammunition Data Cards
DI-NDTI-80809	Data Item Description (DID)-Test/Inspection Report
DI-R-100540	Data Item Description (DID)-Inspection Equipment Designs

(Copies of specifications and standards required by suppliers in connection with specific procurement functions should be obtained from Commanding Officer, Document Automation and Production Service, Building 4/D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, if not available, advise contracting activity. World Wide Web Address: <http://astimage.daps.dla.mil/quicksearch/>).

2.1.2 Other Government Documents, Drawings and Publications. The following other Government documents, drawings and publications form a part of this document to the extent specified herein. Unless otherwise specified, the issues shall be those in effect on the date of the solicitation.



## DRAWINGS (see 6.6) of OEMC 00019

COMPONENT PARTS

12902945	Cartridge, Caliber .50, SLAP Tracer, M962
5502646	Case, Cartridge, Cal.50 (SLAPT)
12902950	Penetrator, Cartridge, Cal.50 SLAPT
12902947	Sabot Assembly, Ctg, Cal.50 SLAPT
12902946	Projectile Assembly, Ctg, Cal.50 SLAPT
12576456	Packing and Marking for Box, Wirebound for Cartridges, Caliber .50
7643674	Classification of Cartridge Case Defects
19-48-4116/14- 20PA1002	Unitization Procedures for Boxed Ammunition and Components on Four Way Entry Pallets

INSPECTION EQUIPMENT

1L12902945	Inspection Equipment List for Cartridge, Caliber .50, SLAP Tracer, M962.
8649496	SLAP, Accuracy Test Barrel
8649497	SLAP, Velocity & Action Time Test Barrel
8649498	SLAP, Chamber Test Barrel (made from 8649497)
7312853	Chamber and Rifling Cal. 50 Barrels

PUBLICATIONS

SCATP-7.62mm	SMALL CALIBER AMMUNITION TEST PROCEDURES
TECP 700-700,	Manual of Test Methods for Small Arms Vol. III Ammunition

(Copies of other Government documents, drawings and publications required by the suppliers in connection with specific procurement functions should be obtained from the procuring activity or as directed by the Contracting Officer).

## CODE OF FEDERAL REGULATIONS

TITLE 49 - Transportation, Parts 100-199

(The Code of Federal Regulations is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402-0001. Orders should specify, "49 CFR 100-199 (LATEST REVISION)."

2.2 Non Government Publications. The following document(s) form a part of this document to the extent specified herein. Unless otherwise specified, the issues of the documents, which are DOD adopted, are those listed in the issue of the DODISS cited in the solicitation. Unless otherwise specified, the issues of documents not listed in the DODISS are the issues of the documents cited in the solicitation.

ASTM D 1238	Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer
ASQC A8402	Quality Management and Quality Assurance –Vocabulary
ANSI/ASQCZ1.4	Sampling Procedures and Tables for Inspection by Attributes

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103-1137).

2.3 Specifications, Standards and Handbooks. Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/contract (including any specifications or standards cited

in any drawing, handbook or referenced specification or standard contained within this solicitation) shall be listed in the DOD Index of Specifications and Standards (DODISS), Issue 97-03.

2.4 Updating Specifications and Standards. If, during the performance of this contract, the contractor believes that the contract contains outdated or different versions of any specification or standard, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase cost/price of the item to the Government. The contractor should submit an updated request to the Contracting Officer for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

3.0 REQUIREMENTS.

3.1 General. The Contractor shall provide qualified personnel and facilities to fabricate the .50 Caliber SLAP-T Cartridges. The contractor shall procure all parts and materials necessary for fabrication of the .50 Caliber SLAP-T Cartridges as set forth in this Statement of Work (SOW), Drawings and OEMC SPEC 00019.

3.2 Task Order.

3.2.1 Refer to the table below for the order in which contract tasks are expected to occur and applicable deliverables. The Contractor will be required to begin tasks after reviewing the ADL and OEMC SPEC. Engineering change notices and deviations must have prior approval from the Government.

<u>Manufacturer</u>	<u>Task Order</u>
First Time Producer	Review Documentation
	First Article Fabrication
	First Article Testing
	Production
	Production Lot Testing
	Delivery

3.3 Configuration Management (CM)

3.3.1 Configuration Management Program. The contractor shall establish and maintain a CM program which defines the management system for configuration identification, change control, status accounting, and configuration audits. The contractor shall develop and implement a CM Plan, using MIL-HDBK-61A for, which documents the CM program and submit the Plan to the government for approval. (CDRL A001 applies).

3.3.2 Configuration Control and Changes. The Contractor shall establish Configuration control, using MIL-HDBK-61A. The baseline may be changed only as the result of a Government approved Engineering Change Proposal (ECP). (CDRL A002 applies)

The Contractor is advised that only the Procuring Contracting Officer or his authorized representative in accordance with the terms of the contract will authorize contract changes, such as engineering changes. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the contractor, to perform or terminated any work, or to incur any obligation. Project Engineers, Technical Supervisors, or any other groups are not authorized to make or otherwise direct change, which, in any way, affect the contractual relationship of the Government and the contractor.

3.4 Drawings.

3.4.1 New Drawings. The contractor shall prepare, to support any accepted contractor submitted design changes, new drawings, which meet the Product Drawings and associated list requirements of MIL-DTL-31000B. Product Level III Drawings are required. (CDRL A003 applies).

### 3.5 Ammunition Data Cards

3.5.1 The contractor shall prepare a sample Ammunition Data Card (DDForm 1650) in accordance with MIL-STD-1168B and provide to the Government for approval in accordance with CDRL A004 at the time of PCA. A final Ammunition Data Card (DDForm 1650) shall be provided to the Government in accordance with MIL-STD-1168B. In addition, copies of the ammunition data cards will be provided to the government in accordance with CDRL A005.

### 3.6 Test

3.6.1 Test Responsibilities. The contractor shall provide all labor and material, to plan, setup, conduct, support, and report all examinations and tests required by the Technical Data Package. If the contractor employs a commercial laboratory for testing purposes, the laboratory shall be considered as an "on the premises" facility of the contractor under the contract clause entitled "Inspection". The selection of samples for chemical analysis and specimens for physical test, including samples for check tests, shall be made by the Government Quality Assurance Representative or with his knowledge and consent. All material consumed in test shall be in addition to deliverable quantities. The contractor shall be responsible for retesting of items that fail to meet the requirements. The reports shall be provided for First Article and Lot Acceptance Tests. (CDRL A006 applies)

#### 3.6.2 First Article

3.6.2.1 The Contractor shall provide a Test and Evaluation Program Plan to the Government prior to the production of the .50 calibers SLAP-T Cartridges in accordance with CDRL A007.

3.6.2.2. The first article test plan shall be provided to the Government fifteen (15) days prior to first article testing in accordance with CDRL A008 The Government shall be notified of the schedule at least ten (10) working days prior to first article testing so that the Government can witness the tests.

3.6.2.3 Detailed first article test procedures must be approved by the Government prior to use for tests. (CDRL A009 applies).

3.6.2.4 The Contractor shall produce a first article test samples of .50 Caliber SLAP-T Cartridges in accordance with this SOW, Drawings and OEMC SPEC 00019. The contractor shall provide and test the number of cartridges specified in the OEMC SPEC 00019. The Contracting Officer has the right to waive this requirement.

3.6.2.5 First Time Manufacturers. Manufacturers who have not produced this cartridge previously. Cartridges shall be manufactured in accordance with the SOW, Drawings and OEMC SPEC 00019.

3.6.2.6 Current Production Manufacturers. Manufacturers who are currently producing this cartridge for other customers. Cartridges shall be manufactured in accordance with the SOW, Drawings and OEMC SPEC 00019.

3.6.2.7 Previous Production Manufacturers. Manufacturers who have previously produced this cartridge but who are not currently producing the cartridge. Cartridges shall be manufactured in accordance with the SOW, Drawings and OEMC SPEC 00019.

3.6.2.8 The Contractor shall provide a test report of the first article-tested items. (CDRL A006 applies). Government approval is required prior to producing production lots.

### 3.7 Quality Assurance (QA) Program.

3.7.1 The contractor shall establish and maintain a comprehensive QA Program in accordance with ISO 9001 as guidance. The contractor shall also establish and maintain an effective corrective action and disposition system for nonconforming material. Attention shall be given to compliance to all specifications, drawings, quality procedures, certification of operations, and workmanship standards. The QA Program shall be reflected in the QA Program Plan prepared and submitted for Procuring Activity approval. The Plan shall be prepared in ISO 9001

format including the supplemental requirements stated herein. Documentation of the corrective action and disposition system shall be included in the QA Program Plan. The Plan shall include detailed product flow diagrams showing inspection or test points. The applicable inspection process or procedure numbers shall be shown on the flow diagrams. The Plan shall be updated when organizational or procedural changes dictate. (CDRL A010 applies).

### 3.7.2 Quality Conformance Inspection (Lot Acceptance).

3.7.2.1 Detailed quality conformance inspection (lot acceptance) test procedures must be approved by the Government prior to use for tests. (CDRL A009 applies).

3.7.2.2 The Contractor shall test the production items as planned. The Contractor shall submit test and evaluation reports in accordance with CDRL A006. Verbal notification of any quality conformance inspection test failure must be provided to the government prior to the close of the following business day. The Government shall be notified of the schedule at least ten (10) working days prior to quality conformance inspection testing so the Government can witness the tests.

### 3.8 Preservation, Packaging, Packing and Marking.

3.8.1 Packaging. .50 Caliber SLAP-T Cartridges shall be packaged, preserved and marked in accordance with Level "A" packing requirements.

3.8.2 The Contractor shall provide explosive hazard classification data in accordance with CDRL A011.

3.8.3 Serialization. The cartridges shall be serialized starting with serial number 0001.

### 3.9 Hazardous Materials Management Program (HMMP).

3.9.1 The Contractor shall submit their HMMP Plan to the Government in accordance with CDRL A012.

3.9.2 The Contractor shall provide a HMMP Report to the Government in accordance with CDRL A013.

### 4.0 DEFINITIONS.

4.1 First Article Lot. A first article lot is built by the Contractor to verify that the cartridge design will exhibit, in production, the desired performance levels and reliability margins required for this .50 caliber SLAP-T cartridge.

4.2 Quality Conformance Lot. The quality conformance inspection (also called acceptance) lot is used to verify that the current full-production batch of .50 caliber SLAP-T cartridges exhibits the desired performance levels and reliability margins. A lot is defined here as a batch of cartridges resulting from continuous production on this contract.

4.3 First Time Manufacturer. A first time manufacturer is defined as a contractor that has not produced this cartridge (or a prior version thereof) prior to this contract. These contractors will likely have to submit a full first article lot for inspection.

4.4 Current Production Manufacturer. A manufacturer is considered a current producer if in continuous production at the time of contract award.

4.5 Previous Production Manufacturer. A contractor that has successfully produced this .50 caliber SLAP-T cartridge and sold at least one production lot after first article is considered a previous production manufacturer.

5.0 DATA DELIVERABLES.

<u>SOW PARA.</u>	<u>SEQUENCE NUMBER</u>	<u>DATA DESCRIPTION</u>	<u>DID NUMBER</u>
3.3.1	A001	Contractor's Configuration Management Plan	DI-CMAN-80858B
3.3.2	A002	Engineering Change Proposal (ECP)	DI-CMAN-80639C
3.4.1	A003	Product Drawings and Associated Lists	DI-SESS-81000B
3.5.1	A004	Ammunition Data Card	DI-MISC-80043A
3.5.1	A005	Ammunition Data Card	DI-MISC-80043A
3.6.1, 3.7.2.2	A006	Test/Inspection Report	DI-NDTI-80809B
3.6.2.1	A007	Test and Evaluation Program Plan (TEPP)	DI-NDTI-81284
3.6.2.2	A008	First Article Qualification Test Plan	DI-NDTI-81307
3.6.2.3, 3.7.2.1	A009	Test Procedure	DI-NDTI-80603
3.7.1	A010	Quality Assurance Provisions	DI-CMAN-80789
3.8.2	A011	Explosive Hazard Classification Data	DI-SAFT-81299
3.9.1	A012	Hazardous Materials Management Program (HMMP) Plan	DI-MGMT-81398
3.9.2	A013	Hazardous Materials Management Program (HMMP) Report	DI-MISC-81397

6.0 SPECIAL CONSIDERATIONS.

6.1 Inspection and Acceptance. Inspection and acceptance shall be performed at source by the Contractor or by a Government approved subcontractor.

6.2 Points of Contact. Mr. Brian Spice, Code 4033, Building 3212, Naval Surface Warfare Center, Crane Division, Crane, IN 47522-5001, telephone (812) 854-2669 is the Government's Technical Representative.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.							
A. CONTRACT LINE ITEM NO.		B. EXH/ATCH NO. A		C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>			
D. SYSTEM / ITEM Cartridge, .50 Caliber SLAP-T		E. CONTRACT / PR NO. N00164-04-R4302		F. CONTRACTOR			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Contractor's Configuration Management Plan			3. SUBTITLE			
4. AUTHORITY (Data acquisition Document No.) DI-CMAN-80858B		5. CONTRACT REFERENCE SOW PARA 3.3.1		6. REQUIRING OFFICE CODE 4033BS			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED  D	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 15 DAC	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a.ADDRESSEE	b. COPIES DRAFT FINAL REGREPO		
<b>16. REMARKS</b>  <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 8:</b> Government approval/disapproval in writing within 10 calendar days from receipt. Contractor shall incorporate all Government changes within 5 calendar days.  <b>BLOCK 9:</b> DISTRIBUTION STATEMENT D: "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 12, 13:</b> Submit the draft 15 DAC. Submit the final 30 DAC after comment.  <b>BLOCK 6, 14a:</b>  COMMANDER CODE 4033BS, BLDG. 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001  <b>Block 14b:</b> Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 software. The Plan shall be electronically transmitted to: spice_brian@crane.navy.mil -				NSWC4033BS	1		1
G. PREPARED BY BRIAN SPICE		H. DATE		I. APPROVED BY NONA BRADLEY		J. DATE	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved  OMB No. 0704-0188					
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<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXH/ATCH NO.</b> A		<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>						
<b>D. SYSTEM / ITEM</b> Cartridge, .50 Caliber SLAP-T			<b>E. CONTRACT / PR NO.</b> N00164-04-R-4302		<b>F. CONTRACTOR</b>					
<b>1. DATA ITEM NO.</b>  A002	<b>2. TITLE OF DATA ITEM</b>  Engineering Change Proposal (ECP)				<b>3. SUBTITLE</b>					
<b>5. AUTHORITY (Data acquisition Document No.)</b>  DI-CMAN-80639C			<b>5. CONTRACT REFERENCE</b> SOW PARA 3.3.2		<b>6. REQUIRING OFFICE</b> CODE 4033BS					
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> AS REQ	<b>12. DATE OF FIRST SUBMISSION</b> AS GEN	<b>14. DISTRIBUTION</b>						
<b>8. APP CODE</b>  A	<b>D</b>	<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a.ADDRESSEE</b>		<b>b. COPIES</b>				
				<b>DRAFT</b>	<b>FINAL</b>					
					<b>REGREPO</b>					
<b>16. REMARKS</b>  <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 8:</b> Government approval required before implementation of ECP.  <b>BLOCK 9:</b> DISTRIBUTION STATEMENT D: "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 12, 13:</b> Submit the draft 15 DAC. Submit the final 30 DAC after comment.  <b>BLOCK 6, 14a:</b>  COMMANDER CODE 4033BS, BLDG. 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001  <b>Block 14b:</b> Text deliverables shall be on white bond 8.5" x 11". Other Deliverable shall be submitted in an electronic format specified by the Government to:  spice_brian@crane.navy.mil  -				NSWC4033BS	1	1				
				<b>15. TOTAL</b>				0	1	1
				<b>G. PREPARED BY</b> BRIAN SPICE			<b>H. DATE</b>	<b>I. APPROVED BY</b> NONA BRADLEY		<b>J. DATE</b>

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A. CONTRACT LINE ITEM NO.		B. EXH/ATCH NO. A		C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>				
D. SYSTEM / ITEM Cartridge, .50 Caliber SLAP-T			E. CONTRACT / PR NO. N00164-04-R-4302		F. CONTRACTOR			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM				3. SUBTITLE			
8. AUTHORITY (Data acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE			
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES	
							DRAFT	FINAL
							REG	REPC
<b>16. Remarks</b>  <b>BLOCK 9: DISTRIBUTION STATEMENT D:</b> "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 6, 14a:</b> COMMANDER CODE 4033BS, BLDG. 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001  <b>BLOCK 14b:</b> Text deliverables shall be on white bond 8.5" x 11". Other deliverables shall be submitted in an electronic format specified by the Government to: spice_brian@crane.navy.mil								
15. TOTAL								
G. PREPARED BY BRIAN SPICE			H. DATE		I. APPROVED BY NONA BRADLEY		J. DATE	

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A. CONTRACT LINE ITEM NO.		B. EXH/ATCH NO. A		C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>			
D. SYSTEM / ITEM Cartridge, .50 Caliber SLAP-T			E. CONTRACT / PR NO. N00164-04-R-4302		F. CONTRACTOR		
1. DATA ITEM NO.  A005	2. TITLE OF DATA ITEM  Ammunition Data Card			3. SUBTITLE  Data Card			Ammunition
9. AUTHORITY (Data acquisition Document No.)			5. CONTRACT REFERENCE SOW PARA 3.5.1		6. REQUIRING OFFICE CODE 4033BS		
7. DD 250 REQ SS	9. DIST STATEMENT REQUIRED  D	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES	
					DRAFT	FINAL	REGREPC
<b>16. Remarks</b>  <b>BLOCK 4:</b> Data Cards shall be prepared in accordance with MIL-STD-1168, as changed by ADL exceptions and the Contract Document List by accessing the Worldwide Ammunition-Data Repository Program (WARP) which is located on the Army Electronic Product Support (AEPS) website at <a href="http://aeps.ria.army.mil">http://aeps.ria.army.mil</a> . An access Request Form must be completed before WARP can be accessed and data cards input. The AEPS Help Desk may be reached at 1-888-564-4357 and questions specific to WARP should be addressed to Operations Support Command (AMSOS-PQB), phone 309-782-6448 or 309-782-7360.  Data Cards provided to NSWC Crane and the ones sent with shipments shall be Hardcopy printouts generated with the WARP Program and shall be signed and Dated by the Government Inspector. NSWC Crane submissions shall also include Hardcopy printout of sample data cards (see MIL-STD-1168, Para 4.3.1.4).  Data cards provided to NSWC Crane (Code 4033) an to the local DCAS Quality Approving Office shall be submitted upon completion of each lot.  <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 9:</b> DISTRIBUTION STATEMENT D: "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.				NSWC 4033BS		1	
				Lot/Partial Lot		2	
				Shipment			
				QAR		1	
				OO-ALC/		1	
				WMCM			
<b>15. TOTAL</b>				0	5	0	
G. PREPARED BY BRIAN SPICE			H. DATE	I. APPROVED BY NONA BRADLEY		J. DATE	

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<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					<b>Form Approved</b>  <b>OMB No. 0704-0188</b>					
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<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXH/ATCH NO.</b> A		<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <u>X</u>						
<b>D. SYSTEM / ITEM</b> Cartridge, .50 Caliber SLAP-T			<b>E. CONTRACT / PR NO.</b> N00164-04-R-4302		<b>F. CONTRACTOR</b>					
<b>1. DATA ITEM NO.</b>  A005	<b>2. TITLE OF DATA ITEM</b>				<b>3. SUBTITLE</b>					
<b>10. AUTHORITY (Data acquisition Document No.)</b>			<b>5. CONTRACT REFERENCE</b> SOW PARA 3.5.1		<b>6. REQUIRING OFFICE</b> CODE 4033BS					
<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b>	<b>12. DATE OF FIRST SUBMISSION</b>	<b>14. DISTRIBUTION</b>						
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a.ADDRESSEE</b>	<b>b. COPIES</b>					
					<b>DRAFT</b>	<b>FINAL REGREPC</b>				
<b>16. Remarks</b>  <b>BLOCK 6, 14a:</b>  COMMANDER CODE 4033BS, BLDG 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  OGDEN AIR LOGISTIC CENTER OO-ALC-WNCN 6034 DOGWOOD AVENUE HILL AFB, UT 84056-6816  <b>BLOCK 14b:</b> Text deliverables shall be on white bond 8.5" x 11". Other deliverables shall be submitted in an electronic format specified by the Government to:  spice_brian@crane.navy.mil										
								<b>15. TOTAL</b>		
				<b>G. PREPARED BY</b> BRIAN SPICE		<b>H. DATE</b>	<b>I. APPROVED BY</b> NONA BRADLEY		<b>J. DATE</b>	

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<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXH/ATCH NO.</b> A		<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>			
<b>D. SYSTEM / ITEM</b> .50 Caliber SLAP-T		<b>E. CONTRACT / PR NO.</b> N00164-04-R-4302		<b>F. CONTRACTOR</b>			
<b>1. DATA ITEM NO.</b>  A006	<b>2. TITLE OF DATA ITEM</b>  Test/Inspection Report			<b>3. SUBTITLE</b>			
<b>11. AUTHORITY (Data acquisition Document No.)</b>  DI-NDTI-80809B			<b>5. CONTRACT REFERENCES</b> SOW PARA 3.6.1, 3.7.2.2		<b>6. REQUIRING OFFICE</b> CODE 4033BS		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>  D	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b> SEE BLOCK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> SEE BLOCK 16	<b>a. ADDRESSEE</b>		<b>b. COPIES</b>	
						<b>DRAFT</b>	
						<b>FINAL</b>	
						<b>REGREPO</b>	
<b>16. REMARKS</b> <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 9:</b> <u>DISTRIBUTION STATEMENT D:</u> "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 11/12/13:</b> First Report due 1 week after completing lot acceptance testing.  <b>BLOCK 6, 14a:</b> COMMANDER CODE 4033BS, BLDG. 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001  <b>Block 14b:</b> Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 software. The Report shall be electronically transmitted to:  spice_brian@crane.navy.mil				NSWC4033BS		1	
<b>G. PREPARED BY</b> BRIAN SPICE			<b>H. DATE</b>	<b>I. APPROVED BY</b> NONA BRADLEY		<b>J. DATE</b>	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					<b>Form Approved</b>  <b>OMB No. 0704-0188</b>			
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.								
<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXH/ATCH NO.</b> A		<b>C. CATEGORY</b> TDP      TM      OTHER <input checked="" type="checkbox"/>				
<b>D. SYSTEM / ITEM</b> .50 Caliber SLAP-T		<b>E. CONTRACT / PR NO.</b> N00164-04-R-4302		<b>F. CONTRACTOR</b>				
<b>1. DATA ITEM NO.</b>  A007	<b>2. TITLE OF DATA ITEM</b>  Test and Evaluation Program Plan (TEPP)				<b>3. SUBTITLE</b>			
<b>12. AUTHORITY (Data acquisition Document No.)</b>  DI-NDTI-81284			<b>5. CONTRACT REFERENCES</b> SOW PARA 3.6.2		<b>6. REQUIRING OFFICE</b> CODE 4033BS			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>  D	<b>10. FREQUENCY</b>  ONE/R		<b>12. DATE OF FIRST SUBMISSION</b> 30 DAC		<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b>				
<b>16. REMARKS</b> <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 8:</b> Government approval/disapproval in writing within 10 calendar days after receipt from Contractor. Contractor shall incorporate changes within 5 calendar days after receipt of Government comments.  <b>BLOCK 9:</b> <u>DISTRIBUTION STATEMENT D</u> : "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 6, 14a:</b> COMMANDER CODE 4033BS, BLDG. 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001  <b>Block 14b:</b> Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 software. The Plan shall be electronically transmitted to:  spice_brian@crane.navy.mil				<b>a.ADDRESSEE</b>		<b>b. COPIES</b>		
				NSWC4033BS		1		1
								<b>15. TOTAL</b>
<b>G. PREPARED BY</b>  BRIAN SPICE		<b>H. DATE</b>		<b>I. APPROVED BY</b>  NONA BRADLEY		<b>J. DATE</b>		

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					<b>Form Approved</b>  <b>OMB No. 0704-0188</b>			
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<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXH/ATCH NO.</b> A		<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <u>X</u>				
<b>D. SYSTEM / ITEM</b> Cartridge, .50 Caliber SLAP-T			<b>E. CONTRACT / PR NO.</b> N00164-04-R-4302		<b>F. CONTRACTOR</b>			
<b>1. DATA ITEM NO.</b> A008	<b>2. TITLE OF DATA ITEM</b> First Article Qualification Test Plan				<b>3. SUBTITLE</b>			
<b>13. AUTHORITY (Data acquisition Document No.)</b> DI-NDTI-81307			<b>5. CONTRACT REFERENCE</b> SOW PARA 3.6.2.2		<b>6. REQUIRING OFFICE</b> CODE 4033BS			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>  D	<b>10. FREQUENCY</b> OTIME		<b>12. DATE OF FIRST SUBMISSION</b> SEE BLOCK 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> A		<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> SEE BLOCK 16	<b>a.ADDRESSEE</b>	<b>b. COPIES</b>		
						<b>DRAFT</b>	<b>FINAL REGREPC</b>	
<b>16. REMARKS</b> <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 8:</b> Government approval/disapproval in writing within 10 calendar days from receipt. Contractor shall incorporate all Government approved changes within 5 calendars after Government comment.  <b>BLOCK 9:</b> <u>DISTRIBUTION STATEMENT D:</u> "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 6, 14a:</b> COMMANDER CODE 4033BS, BLDG. 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 11, 12, 13:</b> Submit plan 15 days prior to First Article testing by the Contractor.  <b>Block 14b:</b> Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 software. The Test Plan shall be electronically transmitted to:  <div style="text-align: center;">spice_brian@crane.navy.mil</div>					NSWC4033BS	1		1
<b>G. PREPARED BY</b> BRIAN SPICE			<b>H. DATE</b>		<b>I. APPROVED BY</b> NONA BRADLEY		<b>J. DATE</b>	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)					Form Approved  OMB No. 0704-0188					
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<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXH/ATCH NO.</b> A		<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <u>X</u>						
<b>D. SYSTEM / ITEM</b> .50 Caliber SLAP-T		<b>E. CONTRACT / PR NO.</b> N00164-04-R-4302		<b>F. CONTRACTOR</b>						
<b>1. DATA ITEM NO.</b> A009	<b>2. TITLE OF DATA ITEM</b> Test Procedure				<b>3. SUBTITLE</b>					
<b>14. AUTHORITY (Data acquisition Document No.)</b> DI-NDTI-80603		<b>5. CONTRACT REFERENCE</b> SOW PARA 3.6.2.3, 3.7.2.1		<b>6. REQUIRING OFFICE</b> CODE 4033BS						
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b> D	<b>10. FREQUENCY</b> OTIME	<b>12. DATE OF FIRST SUBMISSION</b> 15 DAC	<b>14. DISTRIBUTION</b>						
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>					
					<b>DRAFT</b>	<b>FINAL REGREPC</b>				
<b>16. REMARKS</b>  <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 9:</b> DISTRIBUTION STATEMENT D: "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 6, 14a:</b> COMMANDER CODE 4033BS, BLDG 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001  <b>Block 14b:</b> Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 Software. The deliverable shall be electronically transmitted to:  spice_brian@crane.navy.mil				NSWC4033BS		1				
								<b>15. TOTAL</b>	0	0
				<b>G. PREPARED BY</b> BRIAN SPICE		<b>H. DATE</b>		<b>I. APPROVED BY</b> NONA BRADLEY		<b>J. DATE</b>

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE



<b>CONTRACT DATA REQUIREMENTS LIST</b> (1 Data Item)						<b>Form Approved</b>  <b>OMB No. 0704-0188</b>		
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<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXH/ATCH NO.</b> A		<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <u>X</u>				
<b>D. SYSTEM / ITEM</b> Cartridge, .50 Caliber SLAP-T			<b>E. CONTRACT / PR NO.</b> N00164-04-R-4302		<b>F. CONTRACTOR</b>			
<b>1. DATA ITEM NO.</b>  A010	<b>2. TITLE OF DATA ITEM</b> Quality Assurance Provisions				<b>3. SUBTITLE</b>			
<b>15. AUTHORITY (Data acquisition Document No.)</b>  DI-CMAN-80789			<b>5. CONTRACT REFERENCE</b> SOW PARA 3.7.1		<b>6. REQUIRING OFFICE</b> CODE 4033BS			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>  D	<b>10. FREQUENCY</b>  OTIME		<b>12. DATE OF FIRST SUBMISSION</b> 20DAC	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>		
						<b>DRAFT</b>	<b>FINAL REGREPC</b>	
<b>16. REMARKS</b>  <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 9:</b> <u>DISTRIBUTION STATEMENT D:</u> "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 6, 14a:</b> COMMANDER CODE 4033BS, BLDG 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001  <b>Block 14b:</b> Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 software. The Program Plan shall be electronically transmitted to:  <div style="text-align: center;">spice_brian@crane.navy.mil</div>								
					NSWC4033BS			1
<b>15. TOTAL</b>					0	0	1	
<b>G. PREPARED BY</b> BRIAN SPICE			<b>H. DATE</b>		<b>I. APPROVED BY</b> NONA BRADLEY		<b>J. DATE</b>	

17. PRICE GROUP

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<b>A. CONTRACT LINE ITEM NO.</b>		<b>B. EXH/ATCH NO.</b> A		<b>C. CATEGORY</b> TDP      TM      OTHER <input checked="" type="checkbox"/>		
<b>D. SYSTEM / ITEM</b> Cartridge, .50 Caliber SLAP-T		<b>E. CONTRACT / PR NO.</b> N00164-04-R-4302		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO.</b>  A011	<b>2. TITLE OF DATA ITEM</b>  Explosive Hazard Classification Data				<b>3. SUBTITLE</b>	
<b>16. AUTHORITY (Data acquisition Document No.)</b>  DI-SAFT-81299		<b>5. CONTRACT REFERENCE</b> SOW PARA 3.8.2		<b>6. REQUIRING OFFICE</b> CODE 4033BS		
<b>7. DD 250 REQ</b>  LT	<b>9. DIST STATEMENT</b>  REQUIRED  D	<b>10. FREQUENCY</b>  OTIME	<b>12. DATE OF FIRST SUBMISSION</b> 15 DAC	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> N	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					<b>DRAFT</b>	<b>FINAL</b>
					<b>REG</b>	<b>REPC</b>
<b>16. REMARKS</b>  <b>BLOCK 7:</b> Submit Info Copy only of LT to:  COMMANDER CODE 1162, BLDG. 2521 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE, IN 47522-5001  <b>BLOCK 9: DISTRIBUTION STATEMENT D:</b> "Distribution authorized to DOD and DOD Contractors only (February 2001). Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 4033, 300 HIGHWAY 361, CRANE IN 47522-5001.  <b>BLOCK 6, 14a:</b> COMMANDER CODE 4033BS, BLDG 3212 NAVSURFWARCENDIV 300 HIGHWAY 361 CRANE IN 47522-5001  <b>Block 14b:</b> Deliverables shall be submitted electronically via e-mail. The Contractor shall ensure all attachments are compatible with Microsoft 97 software. the Government. The data shall be electronically transmitted to:  spice_brian@crane.navy.mil						
				NSWC4033BS		1
<b>G. PREPARED BY</b>  BRIAN SPICE		<b>H. DATE</b>		<b>I. APPROVED BY</b>  NONA BRADLEY		<b>J. DATE</b>

17. PRICE GROUP

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